

AZZ Policies, Procedures and Guidelines Manual			
FUNCTION:	Legal	POLICY #:	
TITLE:	Terms of Use Agreement	REVISION:	
EFFECTIVE:			
REVISED:		APPROVED: Tara D Mackey	

#### TERMS OF USE AGREEMENT

This Terms of Use Agreement (the "Agreement") pertains to the use of the website located at http://coilzone.precoat.com (this "Site") and is entered into between AZZ Inc. and its affiliates (collectively, "AZZ") and all visitors and users of this Site ("you"). By accessing and using this Site, you signify your assent to this Agreement. If you do not accept the terms of this Agreement, then please do not access or use this Site. AZZ reserves the right to amend this Agreement at any time in its sole discretion. Any applicable amendments will be posted on this Site. Your continued use or access of this Site shall constitute your acceptance of any changes to this Agreement. When using Site features, you will be subject to any additional posted guidelines or rules applicable to Site features, and any such additional guidelines and rules are hereby incorporated by reference into this Agreement.

## Ownership of Site, Trademarks and Copyrights

Except as otherwise noted, AZZ owns and operates all content and materials on this Site, or has acquired the right to use such content and materials, including, without limitation, any and all images, photographs, characters, text, statistics, trademarks, logos, graphics, illustrations, and audio and video clips. Much of the content and materials on this Site are copyrighted and are owned by AZZ. You may view the materials from this Site only for your own personal, noncommercial use. Except to the extent permitted by relevant copyright legislation, you may not copy, upload, post, transmit, reproduce, distribute, modify or publicly display the content and materials on this Site, or produce derivative works of such content and materials. AZZ and other associated logos are proprietary trademarks or service marks of AZZ or its related entities. You may not use these or any of AZZ's other trademarks or service marks without the prior written consent of AZZ. In addition, other logos on this Site are proprietary trademarks or service marks of AZZ's business partners. You may not use such logos without the prior written consent of the owner. This Agreement does not confer any license or right under any copyright or trademark of AZZ or any third party.

#### **Use of Site Features**

When using certain features of this Site, you understand that you may be required to register by providing certain personal information. If you elect to provide such personal information, you agree that AZZ may use this information to enforce this Agreement. In consideration of your use of this Site, you agree to provide true, accurate, current and complete information about yourself as requested in connection with the provisions of and/or registration for any Site features, subject to all applicable laws. If you provide any information that is untrue, inaccurate, incomplete or not

current, or AZZ has reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, AZZ has the right to deny you of any and all current or future use of this Site's features. AZZ may change, suspend or discontinue any Site feature at any time. AZZ also may impose limits or restrict access to certain Site features at any time.

## **Privacy Policy**

When accessing this Site, you should review our Privacy Policy, which is incorporated by reference herein and made a part of this Agreement.

# **Links to Third Party Websites**

While this Site contains links to, or frames third party websites, AZZ is not responsible for the content or security of any linked or framed sites. These links are permitted as a convenience to you and not as an endorsement by AZZ.

#### Linking to this Site

You may create links to this Site from other websites, but only in accordance with the terms described below and in compliance with all applicable laws.

Absent AZZ's prior written authorization, a website that links to this Site:

- a. may link to, but shall not replicate, any materials (including any AZZ logo);
- b. shall not create a browser or border environment around any materials;
- c. shall not imply that AZZ endorses such website or any products, services, or content available through such website;
- d. shall not misrepresent its relationship with AZZ;
- e. shall not present false or misleading information about AZZ or its products and services;
- f. shall not contain content that could be construed as distasteful, offensive, or controversial; and
- g. shall contain only content that is appropriate for all age groups.

#### **Orders and Purchases of Products**

AZZ may change or withdraw its product offerings on this Site, at any time. If you receive an e-mail confirmation of an order, it does not constitute acceptance of an order or confirmation of an offer to sell. AZZ reserves the right, without prior notice, to limit the order quantity on any item or to refuse to fulfill any order. AZZ processes credit card transactions using e-commerce protocols and technology that are standard on the Internet. Nonetheless, AZZ cannot guarantee that it will be successful in preventing unauthorized access or tampering with this Site or its files. In the event you elect to purchase a product on this Site, you may be presented with additional

terms and conditions that will apply to such purchase. If any such terms and conditions are declined, a transaction cannot occur.

## **Export of Information**

The United States Export Controls laws prohibit the export of certain technical data and software to certain territories. No content from this Site may be downloaded or otherwise exported in violation of United States law.

# **Disclosure**; Forward-Looking Statements

Some of the information on this Site may contain projections or certain forward-looking statements regarding future events or the future financial performance of AZZ. We wish to caution you that these statements are only predictions and that actual events or results may differ materially. We refer you to the documents AZZ files from time to time with the U.S. Securities and Exchange Commission. These documents contain and identify important risk factors that could cause the actual results to differ materially from those contained in our projections or forward-looking statements.

## **Disclaimers and Liability Limits**

While AZZ attempts to provide accurate information on this Site, it assumes no responsibility for accuracy, including, but not limited to, typographical errors or omissions. To the fullest extent permitted by applicable law, USE OF THIS SITE, INCLUDING THIS SITE'S FEATURES, ARE AT YOUR EXCLUSIVE RISK. ALL MATERIAL ON THIS SITE IS PROVIDED "AS IS" AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND AND AZZ DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IT ALSO INCLUDES ANY EXPRESSED OR IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE.

AZZ DOES NOT WARRANT THAT THIS SITE WILL BE UNINTERRUPTED, VIRUS OR ERROR FREE, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED IN A TIMELY MANNER. AZZ is not liable for any direct, indirect, special, incidental or consequential damages arising out of the use – or the inability to use – this Site. This includes, but is not limited to, the loss of data, loss of business or loss of profits.

#### Jurisdiction and Choice of Law

This Agreement and all claims or issues regarding this Site shall be governed by and construed in accordance with the laws of the United States and the State of Texas. Any legal action concerning this Agreement or this Site must be brought within one (1) year after the claim or cause of action arises and must be brought in the State of Texas.

# Severability

If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of the Agreement shall continue to be valid and in full force and effect.

If you have questions or need additional information, please send an e-mail to the following address: webmaster@azz.com. You may also contact us by mail at the following address: AZZ Inc., Attn: Legal Compliance, 3100 West 7<sup>th</sup> St. Suite 500, Fort Worth, TX 76107.